

THE HONORABLE RICHARD A. JONES
THE HONORABLE MICHELLE L. PETERSON

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

C.O., a minor, by and through her guardian
Alison O’Neil, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

AMAZON.COM, INC., a Delaware corporation,
and A2Z DEVELOPMENT CENTER, INC., a
Delaware corporation,

Defendants.

Case No.: 2:19-cv-910

**SECOND AMENDED CLASS
ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

Millions of Americans use Amazon’s smart-speaker technology (“Alexa”) in their homes. People speak to Alexa-enabled devices such as the Echo or Echo Dot about everything from the mundane (“Alexa, what’s the weather?”) to the deeply personal (“Alexa, what are the symptoms of depression?”).

Most people believe that when they speak to an Alexa-enabled device, it converts their voice into a set of digital computer instructions. They expect that this digital query is sent over the internet for processing, that a digital response is returned, and that the device then converts the response into Alexa’s voice. They do not expect that Alexa is creating and storing a permanent recording of their voice. This expectation is reasonable; it would be easy for Alexa to work this way, as numerous other voice-recognition technologies do.

1 But Alexa does something else. After Alexa processes a user's commands, Amazon saves
2 a permanent recording of the user's voice to its own servers. It then analyzes and uses these voice
3 recordings for its own commercial benefit. These uses include allowing workers around the world
4 to listen to the voice recordings and creating voiceprints of users, which can be used to identify
5 them when they speak to other devices in other locations. Amazon has thus built a massive
6 database of billions of voice recordings containing the private details of millions of Americans.

7 Amazon purports to obtain consent to record individuals who set up an Alexa-enabled
8 device. But there is a large group of individuals who do not consent to be recorded when using an
9 Alexa-enabled device and who use Alexa without any understanding or warning that Amazon is
10 recording and voiceprinting them: children.

11 Alexa routinely records and voiceprints millions of children without their consent or the
12 consent of their parents. This practice violates the laws of California, Florida, Illinois, Maryland,
13 Massachusetts, Michigan, New Hampshire, Pennsylvania, and Washington, which prohibit the
14 recording of oral communications without the consent of all parties to the communication. These
15 laws recognize the unique privacy interest implicated by the recording of someone's voice. That
16 privacy interest is all the more powerful in light of modern voiceprinting technology and the
17 potentially invasive uses of big data by a company the size of Amazon. It takes no great leap of
18 imagination to be concerned that Amazon is developing voiceprints for millions of children that
19 could allow the company (and potentially governments) to track a child's use of Alexa-enabled
20 devices in multiple locations and match those uses with a vast level of detail about the child's life,
21 ranging from private questions they have asked Alexa to the products they have used in their
22 home.

23 Plaintiffs, minors when they were recorded by Alexa Devices, bring this Class Action
24 Complaint against Defendants Amazon.com, Inc., and a2z Development Center, Inc. d/b/a
25 Amazon Lab126 (collectively "Amazon" or "Defendants") to obtain redress for all California,
26 Florida, Illinois, Massachusetts, Maryland, Michigan, New Hampshire, Pennsylvania, and
27 Washington citizens who have used Alexa in their homes as minors and have therefore been
28 recorded by Amazon, without consent. Plaintiffs allege as follows as to themselves, upon personal

1 knowledge of their own acts and experiences, and as to all other matters, upon information and
2 belief, including investigation conducted by their attorneys:

3 **PARTIES**

4 1. Plaintiff R.A., and his parent and guardian Steve Altes, are natural persons and
5 citizens of the State of California.

6 2. Plaintiffs W.B., A.L., and K.S., and their parent and guardian Mistie Burris, are
7 natural persons and citizens of the State of Florida.

8 3. Plaintiff Amberlyn Satterlee is a natural person and citizen of the State of Florida.

9 4. Plaintiffs Wy.R. and K.R., and their parent and guardian Joseph Riley, are natural
10 persons and citizens of the State of Florida.

11 5. Plaintiff C.L., and her parent and guardian Melissa Lock, are natural persons and
12 citizens of the State of Illinois.

13 6. Plaintiff C.O., and her parent and guardian Alison O'Neil, are natural persons and
14 citizens of the Commonwealth of Massachusetts.

15 7. Plaintiffs W.R. and L.R., and their parent and guardian William Rowe, are natural
16 persons and citizens of the Commonwealth of Massachusetts.

17 8. Plaintiffs J.B. and L.B., and their parent and guardian Doug Boswell, are natural
18 persons and citizens of the State of Maryland.

19 9. Plaintiff E.J., and her parent and guardian Corey Woodhouse, are natural persons
20 and citizens of the State of Michigan.

21 10. Plaintiff Z.S., and his parent and guardian Stephanie Starling, are natural persons
22 and citizens of the State of Michigan.

23 11. Plaintiffs E.B., S.B., and O.B, and their parent and guardian Maria Prunier-Brown,
24 are natural persons and citizens of the State of New Hampshire.

25 12. Plaintiff R.B., and her parent and guardian Angela Brine, are natural persons and
26 citizens of the Commonwealth of Pennsylvania.

27 13. Plaintiff N.S., and his parent and guardian Erin Shunn, are natural person and
28 citizens of the State of Washington.

1 Services, which is more than double Microsoft, Google, and IBM combined.² And Amazon also
 2 develops technology products including Alexa, the world's leading voice-responsive personal-
 3 assistant technology.

4 20. Amazon Lab126, headquartered in Sunnyvale, California, began engineering the
 5 Echo "smart speaker" in 2010, eventually leading to Amazon.com, Inc. launching the product and
 6 the Alexa voice assistant (also developed by Amazon Lab126) on November 6, 2014, with sales
 7 commencing shortly thereafter. Since then, Amazon has launched various additional Echo
 8 products, including the Echo Dot, Echo Plus, Echo Sub, Echo Show, and Echo Input. Each Echo
 9 device contains a speaker, microphones, a small computer, internet connectivity, and the Alexa
 10 program.

11 21. Amazon subsequently added the Alexa program to other Amazon products such as
 12 the Amazon Fire TV digital media player. Amazon also allows manufacturers of devices as varied
 13 as electrical outlets, lightbulbs, thermostats, and security cameras to offer Alexa integration,
 14 allowing users to control those third-party devices through Alexa. And Amazon also now allows
 15 manufacturers to offer devices with Alexa "built-in," essentially allowing other speakers and
 16 devices to offer much of the functionality of an Echo or Echo Dot³ (collectively, all devices
 17 featuring Alexa integration or functionality are referred to herein as "Alexa Devices").⁴

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 19
 20 ² Matt Ward, *Amazon: The Company Consuming Consumers*, thinkgrowth.org (Jan. 29, 2018),
 21 <https://thinkgrowth.org/the-big-4-part-one-amazon-the-company-that-consumes-the-world-fb4679f10708> (last visited Dec. 6, 2019).

22 ³ Alistair Charleton, *Which Cars Have Amazon Alexa Integration?*, Gearbrain (April 29, 2019),
 23 <https://www.gearbrain.com/which-cars-have-amazon-alexa-2525958778.html> (last visited Dec. 6,
 24 2019); James Stables, *The Best Amazon Alexa Built-In Speakers*, The Ambient (Apr. 8, 2019),
 25 <https://www.the-ambient.com/guides/best-alexa-built-in-speakers-1196> (last visited Dec. 6, 2019);
 26 Dana Kerr and Ben Rubin, *Alexa is Coming to Sony Smart TVs*, CNET (Sept. 20, 2018, 11:27 a.m.
 27 EST), <https://www.cnet.com/news/alexa-is-coming-to-tvs-well-at-least-sony-smart-tvs/> (last
 28 visited Dec. 6, 2019); Jonathan Vanian, *Amazon Alexa is Now Available on HP, Acer, and Asus Computers*, Fortune (Jan. 8, 2018), <http://fortune.com/2018/01/08/amazon-alexa-hp-acer-asus/>
 (last visited Dec. 6, 2019).

⁴ For purposes of this Second Amended Complaint, the term "Alexa Devices" specifically
 excludes the Amazon Echo Dot Kids Edition.

22. As of October 2018, Amazon had sold approximately 47 million Echo devices.⁵ In January 2019, Amazon reported that over 100 million total devices had been sold with Alexa pre-installed.⁶

23. In the years since the Echo launched, Amazon Lab126 has continued to develop Alexa software updates, and has played an integral role in the development of new Alexa Devices.⁷

24. Alexa is a natural-language processing system. Alexa “listens” to people’s verbal communications and responds to those communications in a simulated human voice. People most frequently interact with Alexa in their homes.

25. Using Alexa on an Alexa Device, whether an Amazon device such as an Echo, or a third-party device like a Sonos One speaker, is relatively simple. Once an individual has an Alexa Device, the person needs two more things to activate it: a WiFi Internet connection, and the Alexa mobile application (the “Alexa App”) installed on his or her smartphone or tablet.

26. To use the Alexa App, the individual must have an account with Amazon. The individual must then follow the set-up process on the Alexa Device, which eventually includes pairing the Alexa Device with the Alexa App. For third-party Alexa Devices, the device itself will function even without being paired to the Alexa App, but the Alexa functionality will be disabled.

27. Once the individual has paired the Alexa Device to the Alexa App, the Alexa Device is ready for use by anyone, including people who have not set up the Alexa App or consented to being recorded.

⁵ Brian Dumaine, *It Might Get Loud: Inside Silicon Valley’s Battle to Own Voice Tech*, Fortune (Oct. 24, 2018), <http://fortune.com/longform/amazon-google-apple-voice-recognition/> (last visited Dec. 6, 2019).

⁶ Lucase Matney, *More Than 100 Million Alexa Devices Have Been Sold*, Tech Crunch (Jan. 4, 2019) <https://techcrunch.com/2019/01/04/more-than-100-million-alexa-devices-have-been-sold/> (last visited Dec. 6, 2019).

⁷ Ry Crist, *Behind the scenes at Alexa’s laboratory*, CNet (Apr. 23, 2018), <https://www.cnet.com/news/behind-the-scenes-at-amazon-alexa-laboratory-lab126/> (last visited Dec. 6, 2019).

1 28. Alexa Devices are designed to record and respond to communications immediately
2 after an individual says a wake word (typically “Alexa” or “Echo”).⁸ Alexa Devices accomplish
3 this by storing a second or two of audio in short-term, random-access memory (RAM), analyzing
4 that temporary audio recording for the presence of a wake word, and then overwriting it if the
5 wake word is not recognized.⁹

6 29. If the wake word is recognized, the Alexa Device records the ensuing
7 communication and—unlike some other smart devices—transmits the recording to Amazon’s
8 servers for interpretation and processing before receiving the relevant data back in response.

9 30. Once Alexa has responded to a recording sent by an Alexa Device, Amazon
10 indefinitely stores a copy of that recording on its own servers for later analysis and commercial
11 use, including refinement of the Alexa system, development of new technologies and services, and
12 targeted advertising and recommendations.

13 31. Amazon uses machine learning to leverage the massive amount of data collected by
14 Alexa Devices—including these permanent voice recordings—to constantly refine the natural
15 language understanding underlying Alexa’s functionality. Recordings are also individually
16 reviewed by Amazon employees and part-time contractors in locations as far flung as Costa Rica,
17 India, and Romania.¹⁰

18 32. However, Amazon need not permanently store the audio recordings in order for
19 Alexa Devices to function. Although it would not be as cost-effective or commercially
20 advantageous to Amazon, Alexa Devices could process audio interactions locally on the device
21 and send only a digital query, rather than a voice recording, to Amazon’s servers. Indeed,
22 Amazon developed a “Local Voice Control” feature for Alexa Devices that allows individuals “to
23

24 ⁸ Matt Day, Giles Turner, and Natalia Drozdiak, *Amazon Workers Are Listening to What You Tell*
25 *Alexa*, Bloomberg (Apr. 10, 2019, 5:34 p.m. CDT),
26 [https://www.bloomberg.com/news/articles/2019-04-10/is-anyone-listening-to-you-on-alexa-a-](https://www.bloomberg.com/news/articles/2019-04-10/is-anyone-listening-to-you-on-alexa-a-global-team-reviews-audio)
global-team-reviews-audio (last visited Dec. 6, 2019).

27 ⁹ Recent news reports, however, have revealed that Alexa devices regularly “inadvertently” record
conversations without prompting by a wake word. *See id.*

28 ¹⁰ *Id.*

1 fulfill a limited set of requests on select [Alexa] devices when the device is not connected to the
 2 internet, such as requests to control supported lights, plugs, and switches.”¹¹

3 33. Amazon could also upload audio recordings to short-term memory in the cloud and
 4 immediately overwrite those recordings after processing, much like Alexa constantly overwrites
 5 the audio it captures prior to a user saying a wake word. If Amazon did that, it would never
 6 possess a permanent recording of any user’s communications.

7 34. Many similar “smart speaker” devices are less intrusive than Amazon’s Alexa
 8 Devices. Apple’s natural-language processing system, “Siri,” records communications in a similar
 9 manner to Alexa, and sends those recordings to Apple’s servers.¹² However, Apple stores those
 10 recordings in an identifiable form for only a short period of time, and then deletes the recordings
 11 entirely.¹³ Likewise, Mercedes has developed voice recognition technology that allows drivers to
 12 ask their car for directions, and that offers substantial functionality even when the vehicle lacks an
 13 Internet connection (and, therefore, the vehicle cannot transmit a recording).¹⁴

14 35. Amazon has strong commercial incentives to collect as many Alexa recordings as
 15 possible. From the outset, Amazon has been a company built on the relentless acquisition of
 16 consumer behavioral data, whether through its ubiquitous AWS offerings, its ever-expanding
 17 online storefront, its entertainment platforms, and now the Alexa Devices it uses as its ears in
 18 every home.

19 36. The collection of Alexa Device recordings is a natural extension of Amazon’s
 20 *modus operandi*: collect as much consumer data as possible through any means possible,

21 _____
 22 ¹¹ *Alexa and Alexa Device FAQs*, Amazon,
 23 <https://www.amazon.com/gp/help/customer/display.html?nodeId=201602230> (last visited Dec. 6, 2019).

24 ¹² Lisa Eadicicco, *Amazon Workers Reportedly Listen to What You Tell Alexa – Here’s How Apple*
 25 *and Google Handle What You Say to Their Voice Assistants*, Business Insider (Apr. 15, 2019,
 10:39 a.m. EST), <https://www.businessinsider.com/how-amazon-apple-google-handle-alexa-siri-voice-data-2019-4> (last visited Dec. 6, 2019).

26 ¹³ *Id.*

27 ¹⁴ Matt Robinson, *In-Car Voice Control Still Isn’t Perfect, But I’m Warming To It*, Car Throttle
 28 (March 2019), <https://www.carthrottle.com/post/in-car-voice-control-still-isnt-perfect-but-im-warming-to-it/> (last visited Dec. 6, 2019).

1 streamline the process so that consumers cannot or will not stop the collection, and use Amazon's
2 massive size to leverage that data more effectively than any of its competitors.

3 37. Simply put, the more data Amazon collects, the more use it has for each
4 incremental data point in its possession.

5 38. Amazon's decision to make Alexa integration available to third-party product
6 manufacturers at no cost is entirely consistent with this scheme. While Amazon might have
7 charged some companies a licensing fee for Alexa integration (which its partners would then be
8 able to pass on to consumers who value the extra functionality), it offers that integration free of
9 charge in order to facilitate the rapid adoption of Alexa Devices, the ubiquitous use of Alexa, and
10 the resulting widespread collection of voice-recordings of millions of people.

11 ***Amazon Records Children's Private Communications Without Their Consent, Discloses the***
12 ***Recordings, and Uses Those Recordings for Commercial Ends***

13 39. Alexa Devices respond to any individual who says the wake word. Alexa Devices
14 thus record communications involving individuals who did not purchase the device or install the
15 Alexa App.

16 40. But Alexa has the ability to identify different users based on their voiceprint.
17 Through this functionality, Alexa could determine whether or not the person speaking to it has
18 previously registered as a user and agreed to be recorded. When Alexa detects that a user has not
19 agreed to be recorded, it could inform the user that Amazon will make and keep persistent
20 recordings of the user's voice as a condition of use. Alexa could ask the new user to agree to that
21 recording. Or it could deactivate Amazon's permanent recording functionality for such users. But
22 Alexa does not do this.

23 41. At no point does Amazon warn unregistered users that it is creating persistent voice
24 recordings of their Alexa interactions, let alone obtain their consent to do so.

25 42. When children say a wake word to an Alexa Device, the device records and
26 transmits the children's communications in the same manner that it handles adults'
27 communications. Neither the children nor their parents have consented to the children's
28 interactions being permanently recorded.

1 43. Worse, those recordings are then stored persistently, which enables Amazon to
2 disclose the recordings to thousands of contractors worldwide.

3 44. Having recorded millions of children and stored those recordings in persistent
4 databases, Amazon also does what it always does: monetizes that data. That is, Amazon analyzes
5 those recordings so that it can improve Alexa's performance and introduce new features. Those
6 improvements in turn offer Amazon new revenue streams and increased profit.

7 ***Facts Specific to Plaintiff R.A. (California)***

8 45. Plaintiff R.A. and his guardian Steve Altes are citizens of the State of California.
9 Plaintiff R.A. is nine years old.

10 46. Plaintiff R.A. has used Alexa on two Amazon Echo Dots in his home since
11 November 2018.

12 47. R.A. did not purchase or set up the Alexa Devices, nor did he download the Alexa
13 App.

14 48. Although R.A. was not a registered Alexa user, he directly interacted with the
15 Alexa Devices on various occasions. For instance, R.A. uses the Alexa Devices to play music, tell
16 jokes, and help with math questions. On those occasions, Amazon recorded R.A.'s
17 communications and stored those recordings on its servers.

18 49. R.A. was unaware that when he spoke a wake word, an Alexa Device would record
19 and store the ensuing private communications.

20 50. R.A. never agreed to allow his communications to be recorded. R.A.'s guardian
21 likewise never agreed to allow Amazon to record R.A.'s communications. Amazon recorded
22 R.A.'s private communications without his consent, and without the consent of his guardian.

23 ***Facts Specific to Plaintiffs W.B., A.L., K.S., and Amberlyn Satterlee (Florida)***

24 51. Plaintiffs W.B., A.L., K.S., their guardian Mistie Burris, and their sister Amberlyn
25 Satterlee, are citizens of the State of Florida. Plaintiffs W.B., A.L., K.S., and Amberlyn Satterlee
26 are three, ten, fifteen, and eighteen years old, respectively.

27 52. W.B., A.L., K.S., and Amberlyn Satterlee have used Alexa on devices that have
28 been in their home since November 2015.

53. W.B., A.L., K.S., and Amberlyn Satterlee's home contains two Amazon Fire Sticks, which were purchased in June 2017 and May 2018; four Amazon Fire Tablets, two of which were purchased in November 2015 and two of which were purchased in July 2016; and four Amazon Echo Dots, one purchased in November 2017, two purchased in July 2018, and one purchased in November 2018.

54. W.B., A.L., K.S., and Amberlyn Satterlee did not purchase or set up the Alexa Devices, nor did they download the Alexa App.

55. Although W.B., A.L., K.S., and Amberlyn Satterlee were not registered Alexa users, they directly interacted with the Alexa Devices on various occasions. For instance, W.B., A.L., K.S., Amberlyn Satterlee use the Alexa Devices to control their TV, play music, answer questions and trivia, and play games. On those occasions, Amazon recorded W.B., A.L., K.S., and Amberlyn Satterlee's communications and stored those recordings on its servers.

56. W.B., A.L., K.S., and Amberlyn Satterlee were minors at the time of the recordings and were unaware that when they spoke a wake word, an Alexa Device would record and store the ensuing private communications.

57. W.B., A.L., K.S., and Amberlyn Satterlee, never agreed to allow their communications to be recorded. W.B., A.L., K.S., and Amberlyn Satterlee's guardian likewise never agreed to allow Amazon to record W.B., A.L., K.S., and Amberlyn Satterlee's communications. Amazon recorded W.B., A.L., K.S., and Amberlyn Satterlee's private communications without their or their guardian's consent.

Facts Specific to Plaintiffs Wy.R. and K.R. (Florida)

58. Wy.R. and K.R., and their guardian Joseph Riley, are citizens of the State of Florida. Plaintiffs Wy.R. and K.R. are three and six years old, respectively.

59. Wy.R. and K.R. have used Alexa in their home since June 2019.

60. Wy.R. and K.R.'s home contains two Amazon Echo Shows and an Amazon Echo Dot, which were purchased in June 2019.

61. Wy.R. and K.R. did not purchase or set up the Alexa Devices, nor did they download the Alexa App.

1 62. Although Wy.R. and K.R. were not registered Alexa users, they directly interacted
2 with the Alexa Devices on various occasions. For instance, Wy.R. and K.R. use the Alexa
3 Devices to control their TV, play music, answer questions and trivia, and play games. On those
4 occasions, Amazon recorded Wy.R. and K.R.'s communications and stored those recordings on its
5 servers.

6 63. Wy.R. and K.R. were unaware that when they spoke a wake word, an Alexa Device
7 would record and store the ensuing private communications.

8 64. Wy.R. and K.R. never agreed to allow their communications to be recorded.
9 Wy.R. and K.R.'s guardian likewise never agreed to allow Amazon to record Wy.R. and K.R.'s
10 communications. Amazon recorded Wy.R. and K.R.'s private communications without their
11 consent, and without the consent of their guardian.

12 ***Facts Specific to Plaintiff C.L. (Illinois)***

13 65. Plaintiff C.L. and her parent Melissa Lock are citizens of the State of Illinois.
14 Plaintiff C.L. is ten years old.

15 66. C.L. has used Alexa on the Amazon Echo Dot in her home since December 2017.

16 67. C.L. did not purchase or set up the Alexa Device, nor did she download the Alexa
17 App.

18 68. Although C.L. was not a registered Alexa user, she directly interacted with an
19 Alexa Device on several occasions. For instance, she regularly used it to find information, play
20 music, and tell jokes. On those occasions, Amazon recorded C.L.'s communications and stored
21 those recordings on its servers.

22 69. C.L. was unaware that when she spoke a wake word, an Alexa Device would
23 record and store the ensuing private communications.

24 70. C.L. never agreed to allow her communications to be recorded. C.L.'s guardian
25 likewise never agreed to allow Amazon to record C.L.'s communications. Amazon recorded
26 C.L.'s private communications without her consent, and without the consent of her guardian.

Facts Specific to Plaintiffs J.B. and L.B. (Maryland)

71. Plaintiffs J.B. and L.B., and their parent Doug Boswell, are citizens of the State of Maryland. Plaintiff J.B. and L.B. are six and eight years old, respectively.

72. J.B. and L.B. have used Alexa in their home since November 2016.

73. J.B. and L.B.'s home contained an Amazon Echo since November 2016, an Amazon Echo Dot since November 2017, and two Amazon Fire TV sticks, which were purchased in January and February 2018.

74. J.B. and L.B. did not purchase or set up the Alexa Devices, nor did they download the Alexa App.

75. Although J.B. and L.B. were not registered Alexa users, they directly interacted with an Alexa Device on several occasions. For instance, they have regularly used the Amazon Echo and Amazon Echo Dot to play music, tell jokes, and answer trivia questions, and they have, on occasion, used the Alexa Fire Sticks to control the television. On those occasions, Amazon recorded J.B.'s and L.B.'s communications and stored those recordings on its servers.

76. J.B. and L.B. were unaware that when they spoke a wake word, an Alexa Device would record and store the ensuing private communications.

77. J.B. and L.B. never agreed to allow their communications to be recorded. J.B. and L.B.'s guardian likewise never agreed to allow Amazon to record J.B.'s and L.B.'s communications. Amazon recorded J.B.'s and L.B.'s private communications without their consent, and without the consent of their guardian.

Facts Specific to Plaintiff C.O. (Massachusetts)

78. Plaintiff C.O. and her parent Alison O'Neil are citizens of the Commonwealth of Massachusetts. Plaintiff C.O. is eleven years old.

79. C.O. has used Alexa on the Amazon Echo Dot in her home since July 2018.

80. C.O. did not purchase or set up the Echo Dot, nor did she download the Alexa App.

81. Although C.O. was not a registered Alexa user, she directly interacted with an Alexa Device on several occasions. For instance, she regularly used it to play music, tell jokes,

1 and answer questions. On those occasions, Amazon recorded C.O.'s communications and stored
2 those recordings on its servers.

3 82. C.O. was unaware that when she spoke a wake word, an Alexa Device would
4 record and store the ensuing private communications.

5 83. C.O. never agreed to allow her communications to be recorded. C.O.'s guardian
6 likewise never agreed to allow Amazon to record C.O.'s communications. Amazon recorded
7 C.O.'s private communications without her consent, and without the consent of her guardian.

8 ***Facts Specific to Plaintiffs W.R. and L.R. (Massachusetts)***

9 84. Plaintiffs W.R. and L.R., and their parent William Rowe, are citizens of the
10 Commonwealth of Massachusetts. Plaintiff W.R. and L.R. are ten and twelve years old,
11 respectively.

12 85. W.R. and L.R. have used Alexa in their home since December 2016.

13 86. W.R. and L.R.'s home contains an Amazon Echo, which was purchased in
14 December 2016; two Amazon Echo Dots, which were purchased in November 2017; three
15 Amazon Kindle Fires, which were purchased in December 2017 and December 2018; and an
16 Amazon Fire Stick, which was purchased in October 2018.

17 87. W.R. and L.R. did not purchase or set up the Alexa Devices, nor did they download
18 the Alexa App.

19 88. Although W.R. and L.R. were not registered Alexa users, they directly interacted
20 with the Alexa Devices on several occasions. For instance, they use Alexa to play music, answer
21 questions, and set timers. On those occasions, Amazon recorded W.R. and L.R.'s communications
22 and stored those recordings on its servers.

23 89. W.R. and L.R. were unaware that when they spoke a wake word, an Alexa Device
24 would record and store the ensuing private communications.

25 90. W.R. and L.R. never agreed to allow their communications to be recorded. W.R.
26 and L.R.'s guardian likewise never agreed to allow Amazon to record W.R. and L.R.'s
27 communications. Amazon recorded W.R. and L.R.'s private communications without their
28 consent, and without the consent of their guardian.

Facts Specific to Plaintiff E.J. (Michigan)

91. Plaintiff E.J. and her parent Corey Woodhouse are citizens of the State of Michigan. Plaintiff E.J. is seven years old.

92. E.J. used Alexa on an Amazon Echo Dot in her home beginning in June 2019.

93. E.J. did not purchase or set up the Alexa Device, nor did she download the Alexa App.

94. Although E.J. was not a registered Alexa user, she directly interacted with an Alexa Device on several occasions. For instance, she used it primarily to play music and check the weather. On those occasions, Amazon recorded E.J.'s communications and stored those recordings on its servers.

95. E.J. was unaware that when she spoke a wake word, an Alexa Device would record and store the ensuing private communications.

96. E.J. never agreed to allow her communications to be recorded. E.J.'s guardian likewise never agreed to allow Amazon to record E.J.'s communications. Amazon recorded E.J.'s private communications without her consent, and without the consent of her guardian.

Facts Specific to Plaintiff Z.S. (Michigan)

97. Plaintiff Z.S., and his parent Stephanie Starling are citizens of the State of Michigan. Plaintiff Z.S. is ten years old.

98. Z.S. used Alexa on Amazon Echo Dots in his home which were purchased in Spring 2018 and February 2019.

99. Z.S. did not purchase or set up the Echo Dots, nor did he download the Alexa App.

100. Although Z.S. was not a registered Alexa user, he directly interacted with an Alexa Device on several occasions. For instance, Z.S. used the Echo Dots to check the weather, tell jokes, and play games. On those occasions, Amazon recorded Z.S.'s communications and stored those recordings on its servers.

101. Z.S. was unaware that when he spoke a wake word, an Alexa Device would record and store the ensuing private communications.

1 102. Z.S. never agreed to allow his communications to be recorded. Z.S.'s guardian
2 likewise never agreed to allow Amazon to record Z.S.'s communications. Amazon recorded
3 Z.S.'s private communications without his consent, and without the consent of his guardian.

4 ***Facts Specific to Plaintiffs O.B., S.B., and E.B. (New Hampshire)***

5 103. Plaintiffs O.B., S.B., and E.B., and their parent Maria Prunier-Brown, are citizens
6 of the State of New Hampshire. Plaintiffs are eleven, fourteen, and sixteen years old, respectively.

7 104. O.B., S.B., and E.B. began using Alexa on the Amazon Echo Dot in their home
8 beginning in December 2018.

9 105. O.B., S.B., and E.B. did not purchase or set up the Alexa Device, nor did they
10 download the Alexa App.

11 106. Although O.B., S.B., and E.B. were not registered Alexa users, they directly
12 interacted with an Alexa Device on several occasions. For instance, they regularly used it to play
13 music, check the weather, and help with homework. On those occasions, Amazon recorded
14 E.B.'s, S.B.'s, and O.B.'s communications and stored those recordings on its servers.

15 107. O.B., S.B., and E.B. were unaware that when they spoke a wake word, an Alexa
16 Device would record and store the ensuing private communications.

17 108. O.B., S.B., and E.B. never agreed to allow their communications to be recorded.
18 O.B., S.B., and E.B.'s guardian likewise never agreed to allow Amazon to record O.B.'s, S.B.'s,
19 and E.B.'s communications. Amazon recorded O.B.'s, S.B.'s, and E.B.'s private communications
20 without their consent, and without the consent of their guardian.

21 ***Facts Specific to Plaintiff R.B. (Pennsylvania)***

22 109. Plaintiff R.B. and her parent Angela Brine are citizens of the Commonwealth of
23 Pennsylvania. Plaintiff R.B. is four years old.

24 110. R.B. began using Alexa on an Amazon Echo Dot in her home in August 2018.

25 111. R.B. did not purchase or set up the Amazon Echo Dot, nor did she download the
26 Alexa App.

27 112. Although R.B. was not a registered Alexa user, she directly interacted with an
28 Alexa Device on several occasions. For instance, she regularly used the Echo Dot to play music

1 and answer questions. On those occasions, Amazon recorded R.B.'s communications and stored
2 those recordings on its servers.

3 113. R.B. was unaware that when she spoke a wake word, an Alexa Device would
4 record and store the ensuing private communications.

5 114. R.B. never agreed to allow her communications to be recorded. R.B.'s guardian
6 likewise never agreed to allow Amazon to record R.B.'s communications. Amazon recorded
7 R.B.'s private communications without her consent, and without the consent of her guardian.

8 ***Facts Specific to Plaintiff N.S. (Washington)***

9 115. Plaintiff N.S. and his parent Erin Shunn are citizens of the State of Washington.
10 Plaintiff N.S. is fifteen years old.

11 116. Plaintiff N.S. used Alexa in his home beginning in June 2017.

12 117. Plaintiff N.S.'s home contains an Amazon Echo Dot and an Amazon Fire TV Stick.

13 118. N.S. did not purchase or set up the Amazon Echo Dot, nor did he download the
14 Alexa App.

15 119. Although N.S. was not a registered Alexa user, he directly interacted with an Alexa
16 Device on several occasions. For instance, he regularly used it to ask it the weather and for help
17 with math questions. On those occasions, Amazon recorded N.S.'s communications and stored
18 those recordings on its servers.

19 120. N.S. was unaware that when he spoke a wake word, an Alexa Device would record
20 and store the ensuing private communications.

21 121. N.S. never agreed to allow his communications to be recorded. N.S.'s guardian
22 likewise never agreed to allow Amazon to record N.S.'s communications. Amazon recorded
23 N.S.'s private communications without his consent, and without the consent of his guardian.

24 **CLASS ACTION ALLEGATIONS**

25 122. Plaintiff R.A., by and through his guardian Steve Altes, brings this action pursuant
26 to Federal Rule of Civil Procedure 23(b)(3) individually and on behalf of the following class of
27 similarly situated individuals:

1 **California Class:** All individuals who used Alexa on a household Alexa
2 Device in the State of California while they were minors, but who have not
3 downloaded and installed the Alexa App.

4 123. Plaintiffs W.B., A.L., and K.S., by and through their guardian Mistie Burris,
5 Amberlyn Satterlee, and Plaintiffs Wy.R and K.R., by and through their guardian Joseph Riley,
6 bring this action pursuant to Federal Rule of Civil Procedure 23(b)(3) individually and on behalf
7 of the following class of similarly situated individuals:

8 **Florida Class:** All individuals who used Alexa on a household
9 Alexa Device in the State of Florida while they were minors, but
10 who have not downloaded and installed the Alexa App.

11 124. Plaintiff C.L., by and through her guardian Melissa Lock, brings this action
12 pursuant to Federal Rule of Civil Procedure 23(b)(3) individually and on behalf of the following
13 class of similarly situated individuals:

14 **Illinois Class:** All individuals who used Alexa on a household
15 Alexa Device in the State of Illinois while they were minors, but
16 who have not downloaded and installed the Alexa App.

17 125. Plaintiffs J.B. and L.B., by and through their guardian Doug Boswell, bring this
18 action pursuant to Federal Rule of Civil Procedure 23(b)(3) individually and on behalf of a Class
19 of the following class of similarly situated individuals:

20 **Maryland Class:** All individuals who used Alexa on a household
21 Alexa Device in the State of Maryland while they were minors, but
22 who have not downloaded and installed the Alexa App.

23 126. Plaintiff C.O., by and through her guardian Alison O'Neil, and Plaintiffs W.R. and
24 L.R., by and through their guardian William Rowe, bring this action pursuant to Federal Rule of
25 Civil Procedure 23(b)(3) individually and on behalf of the following Class of similarly situated
26 individuals:

27 **Massachusetts Class:** All individuals who used Alexa on a
28 household Alexa Device in the Commonwealth of Massachusetts
 while they were minors, but who have not downloaded and installed
 the Alexa App.

1 127. Plaintiff E.J., by and through her guardian Corey Woodhouse, and Plaintiff Z.S., by
2 and through his guardian Stephanie Starling, bring this action pursuant to Federal Rule of Civil
3 Procedure 23(b)(3) individually and on behalf of the following class of similarly situated
4 individuals:

5 **Michigan Class:** All individuals who used Alexa on a household
6 Alexa Device in the State of Michigan while they were minors, but
7 who have not downloaded and installed the Alexa App.

8 128. Plaintiffs E.B., S.B., and O.B, by and through their guardian Maria Prunier-Brown,
9 bring this action pursuant to Federal Rule of Civil Procedure 23(b)(3) individually and on behalf
10 of the following class of similarly situated individuals:

11 **New Hampshire Class:** All individuals who used Alexa on a
12 household Alexa Device in the State of New Hampshire while they
13 were minors, but who have not downloaded and installed the Alexa
App.

14 129. Plaintiff R.B., by and through her guardian Angela Brine, brings this action
15 pursuant to Federal Rule of Civil Procedure 23(b)(3) individually and on behalf of the following
16 class of similarly situated individuals:

17 **Pennsylvania Class:** All individuals who used Alexa in the
18 Commonwealth of Pennsylvania on a household Alexa Device while
19 they were minors, but who have not downloaded and installed the
Alexa App.

20 130. Plaintiff N.S., by and through his guardian Erin Shunn, brings this action pursuant
21 to Federal Rule of Civil Procedure 23(b)(3) individually and on behalf of the following class of
22 similarly situated individuals:

23 **Washington Class:** All individuals who used Alexa on a household
24 Alexa Device in the State of Washington while they were minors,
25 but who have not downloaded and installed the Alexa App.

26 131. Excluded from each Class are: (1) any Judge or Magistrate presiding over this
27 action and any members of their household; (2) Defendants, Defendants' subsidiaries, parents,
28 successors, predecessors, and any entity in which Defendants or their parents have a controlling

1 interest and their current or former employees, officers, and directors; (3) persons who properly
2 execute and file a timely request for exclusion from the Classes; (4) persons whose claims in this
3 matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel
4 and Defendants' counsel; and (6) the legal representatives, successors, and assigns of any such
5 excluded persons.

6 132. **Numerosity:** The exact number of members of the Classes is unknown and
7 unavailable to Plaintiff at this time, but individual joinder in this case is impracticable. The
8 Classes likely consist of thousands of individuals, and their members can be identified through
9 Defendants' records.

10 133. **Predominant Common Questions:** The Classes' claims present common
11 questions of law and fact, and those questions predominate over any questions that may affect
12 individual members of the Classes. Common questions for the Classes include, but are not limited
13 to, the following:

- 14 a. Whether Alexa Devices make permanent voice recordings of children who interact
15 with them;
- 16 b. Whether children who use Alexa Devices in their home have an objectively
17 reasonable expectation of confidentiality; and
- 18 c. Whether Amazon fails to obtain consent to record children who are not registered
19 users of Alexa Devices.

20 134. **Typicality:** Plaintiffs' claims are typical of the claims of the other members of the
21 proposed Classes. Plaintiffs and members of the Classes suffered invasions of privacy as a result
22 of Defendants' uniform wrongful conduct.

23 135. **Adequate Representation:** Plaintiffs have and will continue to fairly and
24 adequately represent and protect the interests of the Classes, and they have retained counsel
25 competent and experienced in complex litigation and class actions. Plaintiffs have no interests
26 antagonistic to those of the Classes, and Defendants have no defenses unique to Plaintiffs.
27 Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the
28

1 members of the Classes, and they have the resources to do so. Neither Plaintiffs nor their counsel
2 have any interest adverse to those of the other members of the Classes.

3 136. **Superiority:** This class action is appropriate for certification because class
4 proceedings are superior to other available methods for the fair and efficient adjudication of this
5 controversy, and individual joinder of all members of the Classes is impracticable. This proposed
6 class action presents fewer management difficulties than individual litigation, and provides the
7 benefits of single adjudication, economies of scale, and comprehensive supervision by a single
8 court. Class treatment will create economies of time, effort, and expense and promote uniform of
9 decision-making.

10 137. Plaintiffs reserve the right to revise the foregoing class allegations and definitions
11 based on facts learned and legal developments following additional investigation, discovery, or
12 otherwise.

13 **FIRST CAUSE OF ACTION**
14 **Violation of the California Invasion of Privacy Act, Cal. Penal Code § 632**
15 **(On Behalf of Plaintiff R.A. and the California Class)**

16 138. Plaintiff R.A., and the California Class members (collectively, the “California
17 Plaintiffs”) incorporate by reference the foregoing allegations as if fully set forth herein.

18 139. The California Plaintiffs used Alexa Devices within their families’ homes where
19 they had a reasonable expectation of privacy from unknown intrusions.

20 140. When the California Plaintiffs used the Alexa Devices, Amazon intentionally
21 created recordings of their device interactions, transmitted those recordings to Amazon’s cloud
22 servers, and retained copies of those recordings indefinitely at substantial cost.

23 141. Amazon programmed Alexa to intercept communications in the California
24 Plaintiffs’ homes, and intentionally used and endeavored to use the recordings of those
25 communications for its own commercial benefit.

26 142. On information and belief, Amazon used and endeavored to use the recordings and
27 the data derived from them to refine the functionality of its Alexa voice-assistant software, to
28 develop new products and services, and to serve product and service recommendations to
customers, among other uses.

1 143. On information and belief, Amazon intentionally disclosed recordings and data
2 captured from Alexa Devices in the California Plaintiffs' homes with third-party contractors.
3 When Amazon disclosed those recordings, it knew — as the developer of Alexa — that the
4 recordings were collected from the interception of wire, electronic, or oral communications.

5 144. Amazon did not inform the California Plaintiffs that it would record their private
6 wire, electronic, or oral Alexa communications, that it would retain those recordings permanently,
7 that it would use and endeavor to use those recordings for its commercial benefit, or that it would
8 share those recordings with contractors at locations around the world.

9 145. The California Plaintiffs did not expect, and had no reason to expect, that Amazon
10 would record their private wire, electronic, or oral Alexa communications; retain those recordings
11 permanently; use and endeavor to use those recordings for Amazon's commercial benefit; or share
12 those recordings with contractors at locations around the world.

13 146. Rather, the California Plaintiffs reasonably expected that their Alexa interactions
14 would remain private.

15 147. The California Plaintiffs never consented to Amazon recording their private wire,
16 electronic, or oral Alexa communications; retaining those recordings permanently; using and
17 endeavoring to use those recordings for Amazon's commercial benefit; or sharing those recordings
18 with contractors at locations around the world.

19 148. The California Plaintiffs' guardians likewise never consented to Amazon recording
20 their children's private wire, electronic, or oral Alexa communications; retaining those recordings
21 permanently; using and endeavoring to use those recordings for Amazon's commercial benefit; or
22 sharing those recordings with contractors at locations around the world.

23 149. Amazon created the recordings of the California Plaintiffs intentionally, as Amazon
24 has publicly admitted that Alexa Devices are programmed to record every Alexa interaction.

25 150. As set forth above, Amazon intentionally recorded, used, endeavored to use, and
26 disclosed oral communications without the consent of all parties to those communications, in
27 violation of Cal. Penal Code § 632.
28

1 159. On information and belief, Amazon used and endeavored to use the recordings and
2 the data derived from them to refine the functionality of its Alexa voice-assistant software, to
3 develop new products and services, and to serve product and service recommendations to
4 customers, among other uses. When Amazon used and endeavored to use those confidential
5 recordings and derivative data, Amazon knew — as the developer of Alexa — that the recordings
6 were collected from the interception of wire, electronic, or oral communications.

7 160. On information and belief, Amazon intentionally disclosed recordings and data
8 captured from Alexa Devices in the Florida Plaintiffs' homes with third-party contractors. When
9 Amazon disclosed those recordings, it knew — as the developer of Alexa — that the recordings
10 were collected from the interception of wire, electronic, or oral communications.

11 161. Amazon did not inform the Florida Plaintiffs that it would intercept their private
12 wire, electronic, or oral Alexa communications, that it would retain those recordings permanently,
13 that it would use and endeavor to use those recordings for its commercial benefit, or that it would
14 share those recordings with contractors at locations around the world.

15 162. The Florida Plaintiffs did not expect, and had no reason to expect, that Amazon
16 would intercept their private wire, electronic, or oral Alexa communications; retain those
17 recordings permanently; use and endeavor to use those recordings for Amazon's commercial
18 benefit; or share those recordings with contractors at locations around the world.

19 163. Rather, the Florida Plaintiffs reasonably expected that their Alexa interactions
20 would remain private.

21 164. The Florida Plaintiffs never consented to Amazon intercepting their private wire,
22 electronic, or oral Alexa communications; retaining those recordings permanently; using and
23 endeavoring to use those recordings for Amazon's commercial benefit; or sharing those recordings
24 with contractors at locations around the world.

25 165. The Florida Plaintiffs' guardians likewise never consented to Amazon intercepting
26 their children's private wire, electronic, or oral Alexa communications; retaining those recordings
27 permanently; using and endeavoring to use those recordings for Amazon's commercial benefit; or
28 sharing those recordings with contractors at locations around the world.

1 166. Amazon created the recordings of the Florida Plaintiffs intentionally, as Amazon
2 has publicly admitted that Alexa Devices are programmed to record every Alexa interaction.

3 167. As set forth above, Amazon intentionally intercepted, used, endeavored to use, and
4 disclosed oral communications without the consent of all parties to those communications, in
5 violation of Fla. Stat. § 934.03.

6 168. Amazon's intentional and unlawful interception, use, attempted use, and disclosure
7 violated the Florida Plaintiffs' right to privacy in their confidential communications, as protected
8 by Fla. Stat. § 934.03.

9 169. Amazon is able, and the Court should require it, to destroy the recordings of the
10 Florida Plaintiffs' interactions with Alexa Devices, and to implement functionality sufficient to
11 prevent unauthorized recordings in the future.

12 170. Amazon's intentional and unlawful recording caused the Florida Plaintiffs injury to
13 their dignity, well-being, and security.

14 171. Plaintiffs W.B., A.L., K.S., Amberlyn Satterlee, Wy.R., and K.R., individually and
15 on behalf of the Florida Class members, seek: (1) an injunction requiring Amazon to obtain
16 consent prior to recording minors' Alexa interactions and to delete those recordings already made,
17 and to implement functionality sufficient to prevent unauthorized recordings in the future; (2)
18 damages equal to \$100 per day or \$1,000, whichever is greater, under Fla. Stat. § 934.10; (3)
19 punitive damages; and (4) costs and reasonable attorneys' fees under Fla. Stat. § 934.10.

20 **THIRD CAUSE OF ACTION**
21 **Violation of the Illinois Wiretap Statute, 720 ILCS 5/14-2**
22 **(On Behalf of Plaintiffs C.L. and the Illinois Class)**

23 172. Plaintiffs C.L. and the Illinois Class members (collectively, "the Illinois Plaintiffs")
24 incorporate by reference the foregoing allegations as if fully set forth herein.

25 173. The Illinois Plaintiffs used Alexa Devices within their families' homes where they
26 had a reasonable expectation of privacy from unknown intrusions.

1 174. When the Illinois Plaintiffs used the Alexa Devices, Amazon intentionally created a
2 recording of their device interactions, transmitted those recordings to Amazon's cloud servers, and
3 retained copies of those recordings indefinitely at substantial cost.

4 175. Amazon programmed Alexa to intercept communications in the Illinois Plaintiffs'
5 homes, and intentionally used and endeavored to use the recordings of those communications for
6 its own commercial benefit.

7 176. On information and belief, Amazon used and endeavored to use the recordings and
8 the data derived from them to refine the functionality of its Alexa voice-assistant software, to
9 develop new products and services, and to serve product and service recommendations to
10 customers, among other uses. When Amazon used and endeavored to use those confidential
11 recordings and derivative data, Amazon knew — as the developer of Alexa — that the recordings
12 were collected from the interception of wire, electronic, or oral communications.

13 177. On information and belief, Amazon intentionally disclosed recordings and data
14 captured from Alexa Devices in the Illinois Plaintiffs' homes with third-party contractors. When
15 Amazon disclosed those recordings, it knew — as the developer of Alexa — that the recordings
16 were collected from the interception of wire, electronic, or oral communications.

17 178. Amazon did not inform the Illinois Plaintiffs that it would intercept their private
18 wire, electronic, or oral Alexa communications, that it would retain those recordings permanently,
19 that it would use and endeavor to use those recordings for its commercial benefit, or that it would
20 share those recordings with contractors at locations around the world.

21 179. The Illinois Plaintiffs did not expect, and had no reason to expect, that Amazon
22 would intercept their private wire, electronic, or oral Alexa communications; retain those
23 recordings permanently; use and endeavor to use those recordings for Amazon's commercial
24 benefit; or share those recordings with contractors at locations around the world.

25 180. Rather, the Illinois Plaintiffs reasonably expected that their Alexa interactions
26 would remain private.

27 181. The Illinois Plaintiffs never consented to Amazon intercepting their private wire,
28 electronic, or oral Alexa communications; retaining those recordings permanently; using and

1 endeavoring to use those recordings for Amazon's commercial benefit; or sharing those recordings
2 with contractors at locations around the world.

3 182. Amazon created the recordings of the Illinois Plaintiffs intentionally, as Amazon
4 has publicly admitted that Alexa Devices are programmed to record every Alexa interaction.

5 183. As set forth above, Amazon intentionally intercepted, used, endeavored to use, and
6 disclosed oral communications without the consent of all parties to those communications, in
7 violation of 720 ILCS 5/14-2.

8 184. Amazon's intentional and unlawful recording violated the Illinois Plaintiffs' right
9 to privacy in their confidential communications, as protected by 720 ILCS 5/14-2.

10 185. Amazon is able, and the Court should require it, to destroy the recordings of the
11 Illinois Plaintiffs' interactions with Alexa Devices, and to implement functionality sufficient to
12 prevent unauthorized recordings in the future.

13 186. Amazon's intentional and unlawful recording caused the Illinois Plaintiffs injury to
14 their dignity, well-being, and security.

15 187. Plaintiff C.L., individually and on behalf of the Illinois Class members, seeks: (1)
16 an injunction requiring Amazon to obtain consent prior to recording minors' Alexa interactions
17 and to delete those recordings already made, and to implement functionality sufficient to prevent
18 unauthorized recordings in the future; (2) nominal damages under 720 ILCS 5/14-2; (3) punitive
19 damages; and (4) costs and reasonable attorneys' fees under 720 ILCS 5/14-6.

20 **FOURTH CAUSE OF ACTION**

21 **Violation of the Maryland Wiretap Statute, Md. Cts. & Jud. Pro. § 10-402**
22 **(On Behalf of Plaintiffs J.B. and L.B. and the Maryland Class)**

23 188. Plaintiffs J.B., L.B., and the Maryland Class members (collectively, "the Maryland
24 Plaintiffs") incorporate by reference the foregoing allegations as if fully set forth herein.

25 189. The Maryland Plaintiffs used Alexa Devices within their families' homes where
26 they had a reasonable expectation of privacy from unknown intrusions.

1 190. When the Maryland Plaintiffs used the Alexa Devices, Amazon intentionally
2 created a recording of their device interactions, transmitted those recordings to Amazon's cloud
3 servers, and retained copies of those recordings indefinitely at substantial cost.

4 191. Amazon programmed Alexa to intercept communications in the Maryland
5 Plaintiffs' homes, and intentionally used and endeavored to use the recordings of those
6 communications for its own commercial benefit.

7 192. On information and belief, Amazon used and endeavored to use the recordings and
8 the data derived from them to refine the functionality of its Alexa voice-assistant software, to
9 develop new products and services, and to serve product and service recommendations to
10 customers, among other uses. When Amazon used and endeavored to use those confidential
11 recordings and derivative data, Amazon knew — as the developer of Alexa — that the recordings
12 were collected from the interception of wire, electronic, or oral communications.

13 193. On information and belief, Amazon intentionally disclosed recordings and data
14 captured from Alexa Devices in the Maryland Plaintiffs' homes with third-party contractors.
15 When Amazon disclosed those recordings, it knew — as the developer of Alexa — that the
16 recordings were collected from the interception of wire, electronic, or oral communications.

17 194. Amazon did not inform the Maryland Plaintiffs that it would intercept their private
18 wire, electronic, or oral Alexa communications, that it would retain those recordings permanently,
19 that it would use and endeavor to use those recordings for its commercial benefit, or that it would
20 share those recordings with contractors at locations around the world.

21 195. The Maryland Plaintiffs did not expect, and had no reason to expect, that Amazon
22 would intercept their private wire, electronic, or oral Alexa communications; retain those
23 recordings permanently; use and endeavor to use those recordings for Amazon's commercial
24 benefit; or share those recordings with contractors at locations around the world.

25 196. Rather, the Maryland Plaintiffs reasonably expected that their Alexa interactions
26 would remain private.

27 197. The Maryland Plaintiffs never consented to Amazon intercepting their private wire,
28 electronic, or oral Alexa communications; retaining those recordings permanently; using and

1 endeavoring to use those recordings for Amazon's commercial benefit; or sharing those recordings
2 with contractors at locations around the world.

3 198. The Maryland Plaintiffs' guardians likewise never consented to Amazon
4 intercepting their children's private wire, electronic, or oral Alexa communications; retaining
5 those recordings permanently; using and endeavoring to use those recordings for Amazon's
6 commercial benefit; or sharing those recordings with contractors at locations around the world

7 199. Amazon created the recordings of the Maryland Plaintiffs intentionally, as Amazon
8 has publicly admitted that Alexa Devices are programmed to record every Alexa interaction.

9 200. As set forth above, Amazon intentionally intercepted, used, endeavored to use, and
10 disclosed oral communications without the consent of all parties to those communications, in
11 violation of Md. Cts. & Jud. Pro. § 10-402.

12 201. Amazon's intentional and unlawful interception, use, attempted use, and disclosure
13 violated the Maryland Plaintiffs' right to privacy in their confidential communications, as
14 protected by Md. Cts. & Jud. Pro. § 10-402.

15 202. Amazon is able, and the Court should require it, to destroy the recordings of the
16 Maryland Plaintiffs' interactions with Alexa Devices, and to implement functionality sufficient to
17 prevent unauthorized recordings in the future.

18 203. Amazon's intentional and unlawful recording caused the Maryland Plaintiffs injury
19 to their dignity, well-being, and security.

20 204. Plaintiffs J.B. and L.B., individually and on behalf of the Maryland Class members,
21 seek: (1) an injunction requiring Amazon to obtain consent prior to recording minors' Alexa
22 interactions and to delete those recordings already made, and to implement functionality sufficient
23 to prevent unauthorized recordings in the future; (2) damages equal to \$100 per day or \$1,000,
24 whichever is greater, under Md. Cts. & Jud. Pro. § 10-410; (3) punitive damages; and (4) costs and
25 reasonable attorneys' fees under Md. Cts. & Jud. Pro. § 10-410.

FIFTH CAUSE OF ACTION

**Violation of the Massachusetts Wiretap Statute, Mass. Gen. Laws ch. 272, § 99
(On Behalf of Plaintiffs C.O., L.R., W.R. and the Massachusetts Class)**

205. Plaintiffs C.O., L.R., W.R., and the Massachusetts Class members (collectively “the Massachusetts Plaintiffs”) incorporate by reference the foregoing allegations as if fully set forth herein.

206. The Massachusetts Plaintiffs used Alexa Devices within their families’ homes where they had a reasonable expectation of privacy from unknown intrusions.

207. When the Massachusetts Plaintiffs used the Alexa Devices, Amazon intentionally created a recording of their device interactions, transmitted those recordings to Amazon’s cloud servers, and retained copies of those recordings indefinitely at substantial cost.

208. Amazon programmed Alexa to intercept communications in the Massachusetts Plaintiffs’ homes, and intentionally used and endeavored to use the recordings of those communications for its own commercial benefit.

209. On information and belief, Amazon used and endeavored to use the recordings and the data derived from them to refine the functionality of its Alexa voice-assistant software, to develop new products and services, and to serve product and service recommendations to customers, among other uses. When Amazon used and endeavored to use those confidential recordings and derivative data, Amazon knew — as the developer of Alexa — that the recordings were collected from the interception of wire, electronic, or oral communications.

210. On information and belief, Amazon intentionally disclosed recordings and data captured from Alexa Devices in the Massachusetts Plaintiffs’ homes with third-party contractors. When Amazon disclosed those recordings, it knew — as the developer of Alexa — that the recordings were collected from the interception of wire, electronic, or oral communications.

211. Amazon did not inform the Massachusetts Plaintiffs that it would intercept their private wire, electronic, or oral Alexa communications, that it would retain those recordings permanently, that it would use and endeavor to use those recordings for its commercial benefit, or that it would share those recordings with contractors at locations around the world.

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1 212. The Massachusetts Plaintiffs did not expect, and had no reason to expect, that
2 Amazon would intercept their private wire, electronic, or oral Alexa communications; retain those
3 recordings permanently; use and endeavor to use those recordings for Amazon's commercial
4 benefit; or share those recordings with contractors at locations around the world.

5 213. Rather, the Massachusetts Plaintiffs reasonably expected that their Alexa
6 interactions would remain private.

7 214. The Massachusetts Plaintiffs never consented to Amazon intercepting their private
8 wire, electronic, or oral Alexa communications; retaining those recordings permanently; using and
9 endeavoring to use those recordings for Amazon's commercial benefit; or sharing those recordings
10 with contractors at locations around the world.

11 215. The Massachusetts Plaintiffs' guardians likewise never consented to Amazon
12 intercepting their children's private wire, electronic, or oral Alexa communications; retaining
13 those recordings permanently; using and endeavoring to use those recordings for Amazon's
14 commercial benefit; or sharing those recordings with contractors at locations around the world.

15 216. Amazon created the recordings of the Massachusetts Plaintiffs intentionally, as
16 Amazon has publicly admitted that Alexa Devices are programmed to record every Alexa
17 interaction.

18 217. As set forth above, Amazon intentionally intercepted, used, endeavored to use, and
19 disclosed oral communications without the consent of all parties to those communications, in
20 violation of Mass. Gen. Laws ch. 272, § 99.

21 218. Amazon's intentional and unlawful interception, use, attempted use, and disclosure
22 violated the Massachusetts Plaintiffs' right to privacy in their confidential communications, as
23 protected by Mass. Gen. Laws ch. 272, § 99.

24 219. Amazon is able, and the Court should require it, to destroy the recordings of
25 violated the Massachusetts Plaintiffs' interactions with Alexa Devices, and to implement
26 functionality sufficient to prevent unauthorized recordings in the future.

27 220. Amazon's intentional and unlawful recording caused the Massachusetts Plaintiffs
28 injury to their dignity, well-being, and security.

221. Plaintiffs C.O., L.R., and W.R., individually and on behalf of the Massachusetts Class members, seek: (1) an injunction requiring Amazon to obtain consent prior to recording minors' Alexa interactions and to delete those recordings already made, and to implement functionality sufficient to prevent unauthorized recordings in the future; (2) damages equal to \$100 per day or \$1,000, whichever is greater, under Mass. Gen. Laws ch. 272, § 99(Q), (3) punitive damages; and (4) costs and reasonable attorneys' fees under Mass. Gen. Laws ch. 272, § 99(Q)

SIXTH CAUSE OF ACTION

Violation of the Michigan Wiretap Statute, MCL 750.539c (On Behalf of Plaintiffs E.J., Z.S., and the Michigan Class)

222. Plaintiffs E.J., Z.S., and the Michigan Class members (collectively, "the Michigan Plaintiffs") incorporate by reference the foregoing allegations as if fully set forth herein.

223. The Michigan Plaintiffs used Alexa Devices within their families' homes, where they had a reasonable expectation of privacy from unknown intrusions.

224. When the Michigan Plaintiffs used the Alexa Devices, Amazon intentionally created a recording of their device interactions, transmitted those recordings to Amazon's cloud servers, and retained copies of those recordings indefinitely at substantial cost.

225. Amazon programmed Alexa to intercept communications in the Michigan Plaintiffs' homes, and intentionally used and endeavored to use the recordings of those communications for its own commercial benefit.

226. On information and belief, Amazon used and endeavored to use the recordings and the data derived from them to refine the functionality of its Alexa voice-assistant software, to develop new products and services, and to serve product and service recommendations to customers, among other uses. When Amazon used and endeavored to use those confidential recordings and derivative data, Amazon knew — as the developer of Alexa — that the recordings were collected from the interception of wire, electronic, or oral communications.

227. On information and belief, Amazon intentionally disclosed recordings and data captured from Alexa Devices in the Michigan Plaintiffs' homes with third-party contractors. When

1 Amazon disclosed those recordings, it knew — as the developer of Alexa — that the recordings
2 were collected from the interception of wire, electronic, or oral communications.

3 228. Amazon did not inform the Michigan Plaintiffs that it would intercept their private
4 wire, electronic, or oral Alexa communications, that it would retain those recordings permanently,
5 that it would use and endeavor to use those recordings for its commercial benefit, or that it would
6 share those recordings with contractors at locations around the world.

7 229. The Michigan Plaintiffs did not expect, and had no reason to expect, that Amazon
8 would intercept their private wire, electronic, or oral Alexa communications; retain those
9 recordings permanently; use and endeavor to use those recordings for Amazon's commercial
10 benefit; or share those recordings with contractors at locations around the world.

11 230. Rather, the Michigan Plaintiffs reasonably expected that their Alexa interactions
12 would remain private.

13 231. The Michigan Plaintiffs never consented to Amazon intercepting their private wire,
14 electronic, or oral Alexa communications; retaining those recordings permanently; using and
15 endeavoring to use those recordings for Amazon's commercial benefit; or sharing those recordings
16 with contractors at locations around the world.

17 232. The Michigan Plaintiffs' guardians likewise never consented to Amazon
18 intercepting their children's private wire, electronic, or oral Alexa communications; retaining
19 those recordings permanently; using and endeavoring to use those recordings for Amazon's
20 commercial benefit; or sharing those recordings with contractors at locations around the world.

21 233. Amazon created the recordings of the Michigan Plaintiffs intentionally, as Amazon
22 has publicly admitted that Alexa Devices are programmed to record every Alexa interaction.

23 234. As set forth above, Amazon intentionally intercepted, used, endeavored to use, and
24 disclosed oral communications without the consent of all parties to those communications, in
25 violation of MCL 750.539c.

26 235. Amazon's intentional and unlawful interception, use, attempted use, and disclosure
27 violated the Michigan Plaintiffs' right to privacy in their confidential communications, as
28 protected by MCL 750.539c.

236. Amazon is able, and the Court should require it, to destroy the recordings of the Michigan Plaintiffs' interactions with Alexa Devices, and to implement functionality sufficient to prevent unauthorized recordings in the future.

237. Amazon's intentional and unlawful recording caused the Michigan Plaintiffs injury to their dignity, well-being, and security.

238. Plaintiffs E.J. and Z.S., individually and on behalf of the Michigan Class members, seek: (1) an injunction requiring Amazon to obtain consent prior to recording minors' Alexa interactions and to delete those recordings already made, and to implement functionality sufficient to prevent unauthorized recordings in the future; (2) nominal damages under MCL 750.539c; (3) punitive damages; and (4) costs and reasonable attorneys' fees under MCL 750.539c.

SEVENTH CAUSE OF ACTION

Violation of the New Hampshire Wiretap Statute, N.H. Rev. Stat. § 570-A:2 (On Behalf of Plaintiffs E.B., S.B., O.B. and the New Hampshire Class)

239. Plaintiffs E.B., S.B., O.B., and the New Hampshire Class members (collectively, "the New Hampshire Plaintiffs") incorporate by reference the foregoing allegations as if fully set forth herein.

240. The New Hampshire Plaintiffs used Alexa Devices within their families' homes where they had a reasonable expectation of privacy from unknown intrusions.

241. When the New Hampshire Plaintiffs used the Alexa Devices, Amazon intentionally created a recording of their device interactions, transmitted those recordings to Amazon's cloud servers, and retained copies of those recordings indefinitely at substantial cost.

242. Amazon programmed Alexa to intercept communications in the New Hampshire Plaintiffs' homes, and intentionally used and endeavored to use the recordings of those communications for its own commercial benefit.

243. On information and belief, Amazon used and endeavored to use the recordings and the data derived from them to refine the functionality of its Alexa voice-assistant software, to develop new products and services, and to serve product and service recommendations to customers, among other uses. When Amazon used and endeavored to use those confidential

1 recordings and derivative data, Amazon knew — as the developer of Alexa — that the recordings
2 were collected from the interception of wire, electronic, or oral communications.

3 244. On information and belief, Amazon intentionally disclosed recordings and data
4 captured from Alexa Devices in the New Hampshire Plaintiffs' homes with third-party
5 contractors. When Amazon disclosed those recordings, it knew — as the developer of Alexa —
6 that the recordings were collected from the interception of wire, electronic, or oral
7 communications.

8 245. Amazon did not inform the New Hampshire Plaintiffs that it would intercept their
9 private wire, electronic, or oral Alexa communications, that it would retain those recordings
10 permanently, that it would use and endeavor to use those recordings for its commercial benefit, or
11 that it would share those recordings with contractors at locations around the world.

12 246. The New Hampshire Plaintiffs did not expect, and had no reason to expect, that
13 Amazon would intercept their private wire, electronic, or oral Alexa communications; retain those
14 recordings permanently; use and endeavor to use those recordings for Amazon's commercial
15 benefit; or share those recordings with contractors at locations around the world.

16 247. Rather, the New Hampshire Plaintiffs reasonably expected that their Alexa
17 interactions would remain private.

18 248. The New Hampshire Plaintiffs never consented to Amazon intercepting their
19 private wire, electronic, or oral Alexa communications; retaining those recordings permanently;
20 using and endeavoring to use those recordings for Amazon's commercial benefit; or sharing those
21 recordings with contractors at locations around the world.

22 249. The New Hampshire Plaintiffs' guardians likewise never consented to Amazon
23 intercepting their children's private wire, electronic, or oral Alexa communications; retaining
24 those recordings permanently; using and endeavoring to use those recordings for Amazon's
25 commercial benefit; or sharing those recordings with contractors at locations around the world.

26 250. Amazon created the recordings of the New Hampshire Plaintiffs intentionally, as
27 Amazon has publicly admitted that Alexa Devices are programmed to record every Alexa
28 interaction.

251. As set forth above, Amazon intentionally intercepted, used, endeavored to use, and disclosed oral communications without the consent of all parties to those communications, in violation of N.H. Rev. Stat. § 570-A:2.

252. Amazon's intentional and unlawful interception, use, attempted use, and disclosure violated the New Hampshire Plaintiffs' right to privacy in their confidential communications, as protected by N.H. Rev. Stat. § 570-A:2.

253. Amazon is able, and the Court should require it, to destroy the recordings of the New Hampshire Plaintiffs' interactions with Alexa Devices, and to implement functionality sufficient to prevent unauthorized recordings in the future.

254. Amazon's intentional and unlawful recording caused the New Hampshire Plaintiffs injury to their dignity, well-being, and security.

255. Plaintiffs E.B., S.B. and O.B., individually and on behalf of the New Hampshire Class members, seek: (1) an injunction requiring Amazon to obtain consent prior to recording minors' Alexa interactions and to delete those recordings already made, and to implement functionality sufficient to prevent unauthorized recordings in the future; (2) damages equal to \$100 per day or \$1,000, whichever is greater, under N.H. Rev. Stat. § 570-A:11; and (4) costs and reasonable attorneys' fees under N.H. Rev. Stat. § 570-A:11.

EIGHTH CAUSE OF ACTION

Violation of the Pennsylvania Wiretap Statute, 18 Pa. Cons. Stat. § 5703 (On Behalf of Plaintiff R.B. and the Pennsylvania Class)

256. Plaintiff R.B. and the Pennsylvania Class members (collectively, "the Pennsylvania Plaintiffs") incorporate by reference the foregoing allegations as if fully set forth herein.

257. The Pennsylvania Plaintiffs used Alexa Devices within their families' homes where they had a reasonable expectation of privacy from unknown intrusions.

258. When the Pennsylvania Plaintiffs used the Alexa Devices, Amazon intentionally created a recording of their device interactions, transmitted those recordings to Amazon's cloud servers, and retained copies of those recordings indefinitely at substantial cost.

1 259. Amazon programmed Alexa to intercept communications in the Pennsylvania
2 Plaintiffs' homes, and intentionally used and endeavored to use the recordings of those
3 communications for its own commercial benefit.

4 260. On information and belief, Amazon used and endeavored to use the recordings and
5 the data derived from them to refine the functionality of its Alexa voice-assistant software, to
6 develop new products and services, and to serve product and service recommendations to
7 customers, among other uses. When Amazon used and endeavored to use those confidential
8 recordings and derivative data, Amazon knew — as the developer of Alexa — that the recordings
9 were collected from the interception of wire, electronic, or oral communications.

10 261. On information and belief, Amazon intentionally disclosed recordings and data
11 captured from Alexa Devices in the Pennsylvania Plaintiffs' homes with third-party contractors.
12 When Amazon disclosed those recordings, it knew — as the developer of Alexa — that the
13 recordings were collected from the interception of wire, electronic, or oral communications.

14 262. Amazon did not inform the Pennsylvania Plaintiffs that it would intercept their
15 private wire, electronic, or oral Alexa communications, that it would retain those recordings
16 permanently, that it would use and endeavor to use those recordings for its commercial benefit, or
17 that it would share those recordings with contractors at locations around the world.

18 263. The Pennsylvania Plaintiffs did not expect, and had no reason to expect, that
19 Amazon would intercept their private wire, electronic, or oral Alexa communications; retain those
20 recordings permanently; use and endeavor to use those recordings for Amazon's commercial
21 benefit; or share those recordings with contractors at locations around the world.

22 264. Rather, the Pennsylvania Plaintiffs reasonably expected that their Alexa
23 interactions would remain private.

24 265. The Pennsylvania Plaintiffs never consented to Amazon intercepting their private
25 wire, electronic, or oral Alexa communications; retaining those recordings permanently; using and
26 endeavoring to use those recordings for Amazon's commercial benefit; or sharing those recordings
27 with contractors at locations around the world.

1 266. The Pennsylvania Plaintiffs' guardians likewise never consented to Amazon
2 intercepting their children's private wire, electronic, or oral Alexa communications; retaining
3 those recordings permanently; using and endeavoring to use those recordings for Amazon's
4 commercial benefit; or sharing those recordings with contractors at locations around the world.

5 267. Amazon created the recordings of the Pennsylvania Plaintiffs intentionally, as
6 Amazon has publicly admitted that Alexa Devices are programmed to record every Alexa
7 interaction.

8 268. As set forth above, Amazon intentionally intercepted, used, endeavored to use, and
9 disclosed oral communications without the consent of all parties to those communications, in
10 violation of 18 Pa. Cons. Stat. § 5703.

11 269. Amazon's intentional and unlawful interception, use, attempted use, and disclosure
12 violated the Pennsylvania Plaintiffs' right to privacy in their confidential communications, as
13 protected by 18 Pa. Cons. Stat. § 5703.

14 270. Amazon is able, and the Court should require it, to destroy the recordings of the
15 Pennsylvania Plaintiffs' interactions with Alexa Devices, and to implement functionality sufficient
16 to prevent unauthorized recordings in the future.

17 271. Amazon's intentional and unlawful recording, use, attempted use, and disclosure
18 caused the Pennsylvania Plaintiffs injury to their dignity, well-being, and security.

19 272. Plaintiff R.B., individually and on behalf of the Pennsylvania Class members,
20 seeks: (1) an injunction requiring Amazon to obtain consent prior to recording minors' Alexa
21 interactions, to stop using or sharing data derived from those recordings and to delete those
22 recordings already made, and to implement functionality sufficient to prevent unauthorized
23 recordings in the future; (2) damages equal to \$100 per day or \$1,000, whichever is greater, under
24 18 Pa. Cons. Stat. § 5725; (3) punitive damages; and (4) costs and reasonable attorneys' fees under
25 18 Pa. Cons. Stat. § 5725.

NINTH CAUSE OF ACTION

**Violation of the Washington Wiretap Statute, WA Rev. Code § 9.73.030
(On Behalf of Plaintiff N.S. and the Washington Class)**

273. Plaintiff N.S. and the Washington Class members (collectively, “the Washington Plaintiffs”) incorporate by reference the foregoing allegations as if fully set forth herein.

274. The Washington Plaintiffs used Alexa Devices within their families’ homes where they had a reasonable expectation of privacy from unknown intrusions.

275. When the Washington Plaintiffs used the Alexa Devices, Amazon intentionally created a recording of their device interactions, transmitted those recordings to Amazon’s cloud servers, and retained copies of those recordings indefinitely at substantial cost.

276. Amazon programmed Alexa to intercept communications in the Washington Plaintiffs’ homes, and intentionally used and endeavored to use the recordings of those communications for its own commercial benefit.

277. On information and belief, Amazon used and endeavored to use the recordings and the data derived from them to refine the functionality of its Alexa voice-assistant software, to develop new products and services, and to serve product and service recommendations to customers, among other uses. When Amazon used and endeavored to use those confidential recordings and derivative data, Amazon knew — as the developer of Alexa — that the recordings were collected from the interception of wire, electronic, or oral communications.

278. On information and belief, Amazon intentionally disclosed recordings and data captured from Alexa Devices in the Washington Plaintiffs’ homes with third-party contractors. When Amazon disclosed those recordings, it knew — as the developer of Alexa — that the recordings were collected from the interception of wire, electronic, or oral communications.

279. Amazon did not inform the Washington Plaintiffs that it would intercept their private wire, electronic, or oral Alexa communications, that it would retain those recordings permanently, that it would use and endeavor to use those recordings for its commercial benefit, or that it would share those recordings with contractors at locations around the world.

1 280. The Washington Plaintiffs did not expect, and had no reason to expect, that
2 Amazon would intercept their private wire, electronic, or oral Alexa communications; retain those
3 recordings permanently; use and endeavor to use those recordings for Amazon's commercial
4 benefit; or share those recordings with contractors at locations around the world.

5 281. Rather, the Washington Plaintiffs reasonably expected that their Alexa interactions
6 would remain private.

7 282. The Washington Plaintiffs never consented to Amazon intercepting their private
8 wire, electronic, or oral Alexa communications; retaining those recordings permanently; using and
9 endeavoring to use those recordings for Amazon's commercial benefit; or sharing those recordings
10 with contractors at locations around the world.

11 283. The Washington Plaintiffs' guardians likewise never consented to Amazon
12 intercepting their children's private wire, electronic, or oral Alexa communications; retaining
13 those recordings permanently; using and endeavoring to use those recordings for Amazon's
14 commercial benefit; or sharing those recordings with contractors at locations around the world.

15 284. Amazon created the recordings of the Washington Plaintiffs intentionally, as
16 Amazon has publicly admitted that Alexa Devices are programmed to record every Alexa
17 interaction.

18 285. As set forth above, Amazon intentionally intercepted, used, endeavored to use, and
19 disclosed oral communications without the consent of all parties to those communications, in
20 violation of WA Rev. Code § 9.73.030.

21 286. Amazon's intentional and unlawful interception, use, attempted use, and disclosure
22 violated the Washington Plaintiffs' right to privacy in their confidential communications, as
23 protected by WA Rev. Code § 9.73.030.

24 287. Amazon is able, and the Court should require it, to destroy the recordings of the
25 Washington Plaintiffs' interactions with Alexa Devices, and to implement functionality sufficient
26 to prevent unauthorized recordings in the future.

27 288. Amazon's intentional and unlawful recording caused the Washington Plaintiffs
28 injury to their dignity, well-being, and security.

289. Plaintiff N.S., individually and on behalf of the Washington Class members, seeks: (1) an injunction requiring Amazon to obtain consent prior to recording minors' Alexa interactions and to delete those recordings already made, and to implement functionality sufficient to prevent unauthorized recordings in the future; (2) damages equal to \$100 per day up to \$1,000 under WA Rev. Code § 9.73.060; (3) punitive damages; and (4) costs and reasonable attorneys' fees under WA Rev. Code § 9.73.060.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the proposed Classes, respectfully request that the Court enter an order:

A. Certifying this case as a class action on behalf of the Classes defined above, appointing Plaintiffs as representatives of the Classes, and appointing their counsel as class counsel;

B. Declaring that Amazon's actions, as set out above, violate the state privacy laws cited herein;

C. Requiring Amazon to delete all recordings of the Class members, stop using data derived from those recordings, and to implement functionality to prevent further recording of the Class members without prior consent;

D. Awarding damages, including nominal, statutory, and punitive damages where applicable, to Plaintiffs and the Classes in an amount to be determined at trial;

E. Awarding Plaintiffs and the Classes their reasonable litigation expenses and attorneys' fees;

F. Awarding Plaintiffs and the Classes pre- and post-judgment interest, to the extent allowable;

G. Awarding such other further injunctive and declaratory relief as is necessary to protect the interests of Plaintiffs and the Classes; and

H. Awarding such other and further relief as the Court deems reasonable and just.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury for all issues so triable.

Respectfully submitted,

Dated: December 17, 2019

By: /s/ Lauren Hudson

Lauren Hudson, WSBA #55124

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Attorneys for Plaintiffs and the Putative Classes

CERTIFICATE OF SERVICE

I hereby certify that, on December 17, 2019, I caused a true and correct copy of the foregoing to be filed in this Court's CM/ECF system, which sent notification of such filing to counsel of record.

/s/ Lauren Hudson
Lauren Hudson, WSBA #55124